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8 CROWNE PROFESSIONAL PARK AT STEPHANIE UNIT-OWNERS  
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13 Attorneys for Defendants  
14 NATIONWIDE ASSURANCE COMPANY and  
15 NATIONWIDE MUTUAL INSURANCE COMPANY

16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE DISTRICT OF NEVADA**

18 CROWNE PROFESSIONAL PARK AT  
19 STEPHANIE UNIT-OWNERS  
20 ASSOCIATION, INC., a Nevada non-  
21 profit corporation,

22 Plaintiff,

23 v

24 NATIONWIDE ASSURANCE  
25 COMPANY; NATIONWIDE MUTUAL  
INSURANCE COMPANY; DOES 1-100;  
26 and ROE ENTITIES 1-100,

27 Defendants.

28 Case No.: 2:25-cv-00037-RFB-MDC

**STIPULATION AND [PROPOSED]  
ORDER FOR DISMISSAL OF THE  
ACTION, WITHOUT PREJUDICE,  
AND TOLLING OF APPLICABLE  
STATUTES OF LIMITATIONS AND  
TIME TO SUE POLICY PROVISION**

1 Plaintiff CROWNE PROFESSIONAL PARK AT STEPHANIE UNIT-OWNERS  
 2 ASSOCIATION, INC. (“Plaintiff”), by and through its undersigned counsel of record,  
 3 and Defendants NATIONWIDE ASSURANCE COMPANY and NATIONWIDE  
 4 MUTUAL INSURANCE COMPANY (collectively, “Defendants”), by and through their  
 5 undersigned counsel of record, hereby jointly stipulate and agree, and respectfully request  
 6 the Court to order, as follows:

7 1. Plaintiff, at all relevant times, was insured under a Premier Businessowners  
 8 policy of insurance issued by Defendant Nationwide Assurance Company  
 9 (“Nationwide”), policy number ACP BPO 13029405165, in effect from August 1, 2021  
 10 to August 1, 2022, insuring a commercial building located at 1348 Paseo Verde Parkway,  
 11 Henderson, Nevada (the “Policy”).

12 2. This action derives from a claim made by Plaintiff to Nationwide under the  
 13 Policy for insurance benefits for property damage caused to the insured building by  
 14 water. Nationwide denied coverage for the property damage because, as Nationwide  
 15 contends, the loss was not caused by a covered cause of loss but was due to water  
 16 intrusion through wear, tear and deterioration of the caulking at counter flashing and the  
 17 waterproofing membrane at roof penetrations on the roof of the building and due to  
 18 negligent repairs and/or maintenance, which Defendants allege are excluded causes of  
 19 loss under the Policy.

20 3. Plaintiff has asserted against Defendants in the Complaint on file herein  
 21 causes of action for fraudulent and negligent misrepresentation, declaratory relief, breach  
 22 of contract, breach of covenant of good faith and fair dealing, bad faith denial of  
 23 insurance claim, unjust enrichment, indemnity, constructive fraud, breach of fiduciary  
 24 duty, and for attorney’s fees.

25 4. Defendants filed a Motion to Dismiss the fraud and misrepresentation causes  
 26 of action of the Complaint or, in the alternative, for a more definite statement (ECF  
 27 Document No. 4). The Court has not yet issued a ruling on that motion.

1       5. Plaintiff and Defendants have agreed and hereby stipulate that Plaintiff shall  
 2 dismiss this action, without prejudice, and, in exchange and as consideration for that  
 3 dismissal, Defendants hereby agree and stipulate that the statute of limitations applicable  
 4 to the causes of action asserted by Plaintiff in the Complaint on file in this action as of  
 5 this date, and the Policy's two year internal time limitation for bringing a legal action  
 6 against Nationwide, found in the Policy's Property Loss Conditions, item (4), titled Legal  
 7 Action Against Us, shall be deemed tolled for a period of one (1) year from the date of  
 8 said dismissal, such that Plaintiff may refile the identical causes of action as already exist  
 9 in the Complaint on file herein, but no others, against Defendants within one year from  
 10 the date of said dismissal, subject to Nationwide's refiling of its Motion to Dismiss the  
 11 fraud and misrepresentation causes of action, and Nationwide waives the applicable  
 12 Statute of Limitations and internal Policy time limitation to sue as against those identical  
 13 causes of actions if refiled within that one year.

14       6. The agreement by Nationwide to toll and waive a statute of limitations  
 15 defense and the Policy's internal two year time limitation to sue is applicable only as to  
 16 the causes of action already pled against Defendants by Plaintiff in the Complaint on file  
 17 in this action as of the date of this Stipulation. Defendants reserve the right to assert any  
 18 and all defenses, including a statute of limitations defense and/or the Policy's internal  
 19 time limitation to sue, against any new or other causes of action or claims Plaintiff  
 20 should, in the future, assert or file against Defendants related to the loss and insurance  
 21 claim that is the subject of this action.

22       **IT IS SO STIPULATED.**

23       Dated: May 1, 2025

**WOODBURY LAW**

24       By: /s/ Rodney S. Woodbury  
 25                   Rodney S. Woodbury  
 26                   Attorneys for Plaintiff  
 27                   CROWNE PROFESSIONAL PARK AT  
 28                   STEPHANIE UNIT-OWNERS ASSOCIATION,  
 INC.

1 Dated: May 1, 2025

**HINES HAMPTON PELANDA LLP**

2 By: /s/ Nicole M. Hampton

3 Nicole M. Hampton

4 Attorneys for Defendants

5 NATIONWIDE ASSURANCE COMPANY, and

6 NATIONWIDE MUTUAL INSURANCE

COMPANY

7

8 **ATTESTATION OF CONCURRENCE IN FILING**

9 I hereby attest and certify that on May 1, 2025, I received concurrence from  
10 Rodney Woodbury to file this document with his electronic signature attached.

11 I certify under penalty of perjury under the laws of the United States of America  
12 that the foregoing is true and correct. Executed on May 1, 2025.

13 /s/ Nicole Hampton

14 Nicole Hampton

15

16

17 **IT IS SO ORDERED:**

18

19 

20 RICHARD F. BOULWARE, II

21 UNITED STATES DISTRICT JUDGE

22 DATED: May 9, 2025.